

1887-026 Chancery Causes: H. P. Long vs. A. J. Gilliam &c  
Lee Co.

Reasor, Yearry, Moneyhun, Caldwell, Orr

CA-Debt  
T-Property

-Correspondence



To the Honorable John A Kelly Judge of the  
Circuit Court of Lee County Virginia.

Your orator W. P. Long, a citizen of Eldorado  
Kansas, humbly complaining would re-  
spectfully show unto your honor, that on the  
29<sup>th</sup> day of September 1884, while on his way to  
the West, and being in need of money, he  
borrowed from one A. J. Gilliam of Worley  
Hawkins County Tenn, the sum of Fifteen  
dollars, and placed in pledge for said money,  
in the hands of said Gilliam, a note executed  
by Wiram Yeary to Alexander M Ely for  
One hundred dollars, to become due and  
payable on the 16<sup>th</sup> day of May 1886, and which  
note had been assigned to your orator by  
said Ely for value received, and your orator  
was to refund to said Gilliam the said sum  
of \$15<sup>00</sup> within two months. Now your orator  
will further show your honor that three days  
before the time had expired in which he was  
to replace the fifteen dollars borrowed as afore-  
said, he purchased <sup>at</sup> Merchant P. O. Indianos,  
a money order for that sum, and mailed it  
to said Gilliam at Worley Tenn, and requested  
him to send to your orator his said note pledged  
as aforesaid, but heard nothing from said Gil-  
liam in regard to the matter until on the day  
of February 1885, when he received a letter  
from said Gilliam dated Jan'y 31<sup>st</sup> 1885, in which



he claims certain delays in regard to the money order reaching <sup>him</sup>, and as to what he would have to do with it &c. which claims and statements were very unsatisfactory to your orator, especially as Mr Gilliam was then Post Master at Worley Tenn, <sup>and should have known what to do with a money order</sup> and in this letter said Gilliam does not claim to have traded off, or otherwise disposed of said note, and your orator alleges <sup>that</sup> it was still in his possession. Your orator after corresponding with said Gilliam again, and urging a return to him of his said note received another letter from him dated Nov. 18<sup>th</sup> 1885, which was likewise very unsatisfactory and contained certain statements and attempted explanations about the money order, which were in fact, as your orator believes and alleges unreasonable and untrue, and in this letter said Gilliam informs your orator that he had sold said note to Mc Maneyham, and with said letter he returned to your orator a money order for \$15.15. \*

Now your orator alleges that he mailed to said Gilliam a money order for \$15.15, the amount borrowed by him as aforesaid, in time for the same to reach him, by due course of mail, within the time he was to replace the same, and he alleges that the said Money Order did reach said Gilliam within said time, or if not

\* The said two letters are herewith filed marked "A" & "B" respectively.





within said time, that it reached him within a few days thereafter, and in any event your orator is advised that as he used due and ordinary diligence in procuring said order and mailing it in due time for it to reach its destination within the said two months, a Court of equity will not impose upon him the hardship of losing the amount of said note, less the \$15<sup>00</sup>. Your orator is informed that said Gilliam traded or in some manner transferred said note to Mc Moneyhun, his father in law, and that he, or he and said Moneyhun afterwards traded it to M. H. Reesor, of Lee County Va. for a hack, receiving for said note its full value, and that said Reesor now holds said note, and that said Gilliam received the hack.

Your orator now here offers to repay to said Gilliam said sum of \$15<sup>00</sup> together with the interest thereon, as he has always been willing and anxious to do from the time he was able to raise that sum & send it to him.

The object of this bill is to enjoin and inhibit said Reesor from collecting said note, and said Yeary from paying the same until the future order of the Court. To effect this end he prays that said A. J. Gilliam, Mc Moneyhun, M. H. Reesor & Hiram J. Yeary be made the parties defendants to this bill and required to answer its allegations on oath, and that on a hearing



a decree he rendered enjoining the collection of said note by any one except your orator, and directing that the same be delivered up to your orator as his property, upon the payment by him of said sum of \$15.00 and its interest to said Gilliam, and for all further and general relief, May I be issued &c and may order of publication be made against said Gilliam, who is a nonresident of the State of Va.

H. P. Long  
Richmond & Orr, attys  
for Complainant.

Witness

~~E. P. Pruned~~

H. P. Long

Bill in Chancery

A. J. Gilliam & als.

Injunction granted.

Bond required with good security in penalty of \$200.00

conditioned to pay all

costs awarded against plaintiff, and all damages by the defendant, and sustained by the defendant, or either of them by reason of this injunction, should ~~only the same~~

be hereafter dissolved

Jn. A. Kelly

Apr. 30. 1886

To the Clerk of the Court

Do not issue injunction till further order of the Court.

May 17. 1886.

Affidavit being made in view of the injunction, as above ordered. Jn. A. Kelly

State of Kansas.  
County of 388

Butler

I M. C. Snodgrass a Notary Public in and for said County & State do certify that H. P. Long this day personally appeared before me and made oath that the facts stated in the within bill are true so far as they depend upon his own knowledge & so far as stated upon information derived from others he believes them to be true. Witness my hand & seal this the 12 day of May 1886.

M. C. Snodgrass Notary Public  
Commission Expires Dec. 1. 1886



To the Hon. John A. Kelly Judge of  
the Circuit Court of Lee County Va  
The Demurrer and answer of  
me Moreyhan to a bill filed in  
this Hon. Court against him and  
others by H. P. Long

Respondent says the plffs bill  
as to him is not good and  
sufficient in law, and of this  
he prays judgement of the Court &c.

But if any further answer  
be deemed necessary answering  
he says, he never owned the note  
in Controversy, never claimed it  
or sought to use it in any way

He aided his son-in-law A. J. Gilliam  
in trading the note to his Co-defend-  
ant Reaser, and counseled and  
advised him as to the solvency of  
parties &c. But never had any  
interest in the note directly or  
indirectly - and the trade with Reaser  
was made, and your respondent  
ceased to have any connexion  
with the note long before he  
learned of any Controversy about  
it - Indeed he never did hear  
any thing about it until some time in  
last March, the plff Counsel



mentioned it him - when he informed  
him he had no interest in the matter  
but as a matter of favor he would  
interpose and try to get the matter  
settled without a suit - And so he  
did but without avail - And  
what - the plff sues respondent  
for he is at a loss to know  
He seeks no relief against him  
and so the respondent is advised  
the plffs bill should be dis-  
missed as to him - And for this  
he pays with his costs & c.

A. L. Prioleman

Sworn to before me by M<sup>c</sup> G.  
Monaghan, June 7<sup>th</sup> 1886.  
J. A. Hyatt & C



Mc Moneyhun  
acts } Answer.

A. P. Lowy

Filed at June  
Rules 1886.

J. A. Hyatt



To The Hon John A Kelly Judge  
of the Circuit Court of Lee Co.

The demurrer and answer  
of Hiram J. Yeary to bill filed  
in this Hon. Court against him and  
others by H. P. Long.

Respondent says the plffs bill is  
not good and sufficient in Law  
and of this he prays judgement of  
the Court &c.

But if any other, or  
further answer be deemed necessary  
answering he says ~~he says~~, he did  
execute a note to Alex. M. Ely for  
one hundred dollars payable two  
years after date, which made  
the note fall due May 1<sup>st</sup> 1886. He  
had heard the plff purchase this  
note from said Ely, and he also  
learned that the plff had in some  
way transferred the note to A. J. Gilliam  
and he also heard that the plff  
claimed that Gilliam ought not to  
collect the note, but of the manner  
by which Gilliam came in possession  
of the note he has no knowledge  
further than as shown by the plffs  
bill, and what said Gilliam  
says - and they differ very much



about the time said note was  
approaching maturity said Gilliam  
presented the note to your respondent  
for payment, having had  
several conversations about it  
on the 26<sup>th</sup> day of April 1886, your  
respondent met with said Gilliam  
and on that <sup>day</sup> said and lifted his  
note, then in Gilliam's hands, and  
here files the same as part hereof  
marked "X". Gilliam claimed that the  
plff sold him the note for \$15,  
and if the plff did in two months  
thereafter re-pay the same he was to  
have the note, this trade was made  
as the plff admits on the 29<sup>th</sup> day  
of September 1884, and the said Gilliam  
continued to hold and control the  
note up to 26<sup>th</sup> April 1886 a year  
and 8 months, and until respondent  
had paid it to the holder  
thereof and then raises a huge  
cry against your respondent  
paying it. Respondent is advised  
that as the plff by his own voluntary  
act placed the note in Gilliam's  
hands and permitted it to remain  
there a year & 8 months to wit:



four days of its maturity he ~~thus~~  
made Gillicum his agent for the col-  
lection of the note and cannot  
be heard now to complain that  
it has been paid to his own  
trusted agent. As to the Controver-  
sy between Gillicum and the plff  
he has no concern nor does he  
know whether it was a sale of  
the note or a loan - He paid  
and lifted his <sup>note</sup> at or near ma-  
turity to the legal holder thereof  
before suit brought against  
him - And under these circumstances  
he is advised the payment is a  
proper one, and that the plff at  
the time of the institution of his  
action had no cause of action  
against him - And having now  
fully answered he prays to be  
thence dismissed with his costs

A. L. Pickens

Virginia Lee County to wit -

This day Heriam J. Gary personally appeared  
before me and made oath that the foregoing  
answer so far as made upon his own knowledge  
is true and so far as made upon information  
he believes it to be true.



Herano J. Yeary

ask 3. Answer

H. P. Long

Filed at Home

October 1886.

J. C. Pratt & Co.



To the Hon. John A. Kelly Judge  
of the Circuit Court of Lee County.

The seprate answer of A. J.  
Gilliam to a bill filed in this  
Honorable Court against him & after  
<sup>by Henry Long</sup> would respectfully represent that  
some time in the year of 1854  
the plff came to his home in the  
County, Hawkins Term. on his way  
west as he said and applied to  
respondent to borrow money  
to enable him to make the journey  
the respondent refused, and the  
plff made other efforts, but failed  
The plff then informed respondent  
that he was indicted in two cases  
in the Lee County Courts and was very  
anxious to go on to the west and  
said he had a note on Hermand,  
Georg, executed to one Alexander  
Ely for one hundred dollars and  
if respondent would advance  
him fifteen dollars on this note  
he might have it. It was a sale  
for that sum; and the plff had  
the right in 60 days to redeem the  
note, the money was paid and the  
Contract reduced to writing on that



day, the 29<sup>th</sup> day of Sept. 1884,  
and is here filed as part hereof.

Respondent did not know Geary  
or any of the parties but took  
the note at all risks, and paid  
for it the sum before named. Some  
five months elapsed before he  
received the money, from the plaintiff  
by postal order, which had been  
delayed in the mail but if it  
had not been it would not  
have reached him in time - And so  
before it did reach him or he  
had any knowledge that the plaintiff  
intended to redeem the note he  
had sold the same to, one Henry  
Reaser for a hack, and then Reaser  
becoming dissatisfied respondent  
went to him & paid the money for  
the note, & presented it to Geary  
who paid, \$80. for the note & ~~left~~  
it. In this transaction his father-in-  
law M. C. Money had acted for him  
and by his direction never having  
had any interest therein; and all  
that was done, was done before  
the plaintiff instituted his suit or at  
least before process served on



Notice in any way of the said  
Respondent-Claims the note by  
virtue of his Contract and the full  
payment of the price. But your  
respondent could have procured the  
note at one time after he had  
it for \$50 cash, and wrote the plff  
he could, but he refused & the  
plff got it back from Reason  
as above stated & then he  
lifted it for \$80. So the Respond-  
ent is advised that the plff has  
by his neglect & refusal to  
Stew to his bargain lost all  
the rights in said note he ever  
had. And having now fully an-  
swered he prays to be dismissed  
with his costs.

A. S. Delmore  
for Defl.

Virginia

Lee County to wit.

This day A. J. Williams personally  
appeared before me and made oath in  
due form that the statements made in the  
foregoing answer so far as they depend upon  
his own knowledge are true & that as far  
as they depend upon information derived  
from others he believes them to be true.  
Witness my hand Aug. 24<sup>th</sup> 1878. A. H. Hyatt C. C.



A. J. Gillman<sup>P</sup>

Adm<sup>3</sup> Answer.

H. P. Long

Filed in open  
Court by leave  
of the court Aug. 24<sup>th</sup>  
1886. J. S. Hyatt



Round of J. D. Gilliam  
fifteen dollars  
and note of  
one hundred dollars  
60 days and then  
the note is a J. D. Gilliam  
this 29th day 1884  
if not paid <sup>with</sup> in  
that time <sup>Wm. H. P. Long,</sup>  
J. D. Gilliam



H. P. Long

A. J. Gilliam et als

Plff } In chancery.  
Defts }

This cause came on this day to be heard upon the bill and exhibits therewith, the <sup>plea</sup> answers of the defendants, and the depositions of witnesses and was argued by Counsel, and by agreement of the parties, by their Counsel, this is made a vacation cause, and the Court is to render his decree herein in Vacation, and the Counsel on both sides have leave to file written arguments in the cause within 60 days.



H. P. Long

vs } Decree

A. J. Gilliam et al

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Enter this Decree

N. S. M.

Apr 1st 1887



H. P. Long }  
 vs } In Chancery  
 W. F. Gilliam et al

H. P. Long on the 29<sup>th</sup> of Sept  
 1884, on his way west, received of W. F. Gilliam  
 \$15<sup>00</sup> and left with him a \$100<sup>00</sup> note; The  
 Contract Concerning the transaction was in  
 writing & in these words: "Received of W. F.  
 Gilliam \$15<sup>00</sup> a note of \$100<sup>00</sup> 60 days, on  
 the demand of W. F. Gilliam, the 29<sup>th</sup> Sept  
 1884 if not paid back within that time  
 signed H. P. Long"

On the 21<sup>st</sup> day of November 1884, Long  
 brought at Fort Harker a Post Office  
 order for \$15<sup>00</sup>, payable to Gilliam at  
 Chicago, he added it to him, and requested a  
 return of the note

On the 25<sup>th</sup> day of November 1884, the letter  
 of order being was received by Mr. Caldwell  
 the Post Master at Chicago with an order to  
 send order as above

On the 31<sup>st</sup> day of January 1885, <sup>Gilliam</sup> sent Long  
 in response to the order, and on the 18<sup>th</sup> day  
 of March 1885, he sent to Long at Edwards  
 a Post Office money order for \$15<sup>00</sup>.

This letter was in reply to one from Long and  
 regard to sending him the note &c, and bearing  
 date February 11<sup>th</sup> 1885



In February 1855, Long met Mr. A. H. Ferry, the owner of the note and he paid  
same to any one but himself

(see also Mr. H. B. Lusk's letter to Ferry  
the said note for the sum of Eighty dollars.

The note fell due May 16<sup>th</sup> 1856 and May  
17<sup>th</sup> 1856 Long filed a bill setting out substantially  
the facts as stated above and they should have  
been then praying an injunction for a stay  
of the pledge as per grounds above.

Tell as learned, advised insisting that  
the transaction was a sale. the Committee not  
having been informed, the property vested in  
him.

Upon motion made at the 14<sup>th</sup> of April 1856, the  
court set aside the order of the 10<sup>th</sup> of April and  
referred the case to the 14<sup>th</sup> of May for further  
argument.

For the State of fact I am bound to  
say that the 1<sup>st</sup> of May the Committee had just  
received the notice of the sale.

### Notes on the Case

There was no other case in 1855  
and the fact was not known to the  
Committee until the 1<sup>st</sup> of May.

(See also the 1<sup>st</sup> of May that the fact  
was not known to the Committee until the 1<sup>st</sup> of May.)







that the sum of \$100<sup>00</sup> was to be paid  
if the plot was not repaid in 60 days, of  
course. (See Case No. 1, 1844, vol. 1  
of the Court 10 Jan 1844) is that  
the value of a plot is \$100<sup>00</sup> and  
will be repaid against the equity  
of the case. 1 Week 1. D. W. J. Case  
No. 2

Since coming to the plot, I have the  
Court has paid for 1 Week 1. D. W. J. Case  
No. 2. I have concluded that there is a plot  
that the Court is in the nature of a plot  
or plot and that the Court has paid for  
but as the duty of the Wagon is to  
thrust.

As the plot is a plot, the Court must  
be paid but the Court has paid for the  
the Court by the Wagon, the \$100<sup>00</sup> and  
paid in the case of the plot  
D. W. J. Case No. 1, 1844, vol. 1

The Wagon should have taken all for  
the plot and the Wagon's rights and  
D. W. J. Case No. 1, 1844, vol. 1

The Wagon is one of the Court's  
for the Wagon and the Court  
that the Court has paid for the \$100<sup>00</sup>  
for the \$100<sup>00</sup>. The Court has paid for the







James vs Taylor Committee P. D. Graham P. R.

I am therefore of opinion that Graham had no right to sell, compromise or collect the debt at the time when the Committee met that he did so, and that Yearly Committee ought to put him under a suspension, even though his compromise was for a balance it may be found in favor of Taylor, in any particular arising from the debt to Taylor, and that the following do and be entered in the Cause Wilmington.

West County Court:

The Circuit Court of West County do hereby

do hereby

The cause came on the 15th day of June 1817 in Western District to the Court when there at the March Term 1817 of the Circuit Court of West County Virginia to be heard upon the Bill, Verdict, Exhibits, Deposition of witnesses, and other accounts of Counsel, and the opposing papers for opinion and award. The Court is satisfied that among the papers of this Cause it is a paper, and is so entered in the Record of the Court of West County. The Yearly Committee of the Court of West County do hereby



Subject to a writ of Habeas corpus in favor  
of H. J. Galloway with interest thereon of  
20th day of Sept 1844 to the 10th May 1846,  
and the sum of money of the Defendant  
Galloway's year to date of the writ.  
The Plaintiff alleges that he is a debtor  
but the same is denied by the Defendant  
and the Court has ordered the case  
to stand over for the next term.

H. S. K. Monahan

To the Clerk of the circuit  
Court of Lee County Va



Opinion & Decree

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Decree Entered  
page 37.

J. A. Hyatt



Mess A. J. Gilliam, Sec. Messrs. M. 2. Person  
William J. Geary.

You will please take notice  
that on the 18th day of this month (Feb-  
ruary 1887) at the office of W. D.  
Strong, in the town of Rogersville  
State of Tenn. I will proceed to take the  
deposition of John W. Caldwell to be read  
as evidence in my favor in a certain suit  
in chancery now pending in the circuit  
Court of Lee County Va. in which I am  
Plaintiff and you are defendants, and if  
from any cause the taking of said deposition  
is not commenced, or if commenced  
is not completed, on that day, the taking of  
the same will be adjourned, from day to  
day and from place to place until completed.  
Feb 5th 1887.

Respectfully,

R. C. Long. By  
his Counsel.



H. P. Long.  
vs } Notice  
A. J. Gilliam & others.

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I accept legal service  
of the within notice  
for the defto.  
Feb 5th 1887.

A. S. Ridenour  
Atty for defty



State of Tennessee, Hawkins County.

The Deposition of John W. Caldwell, a  
Witness, Taken before me, W.D. Armstrong a Notary  
Public for the County of Hawkins in the  
State of Tennessee, on the 18<sup>th</sup> day February  
1887 in pursuance of the Annexed Notice  
at the office of said W.D. Armstrong in  
Rogersville, ~~Hawkins County, Tennessee,~~  
County of Hawkins and State of  
Tennessee, between the hours of  
9 A.M. and 2 P.M. to be read in  
evidence in a suit in which H.P. Long  
is Plaintiff and A.J. Gilliam, M.E. Moneyham,  
W.H. Reason and Hiram J. Yeary are Defendants  
Pending in the Circuit Court of Lee County  
State of Virginia.

Present Fulcher & Hufferdine Attorneys for Plaintiff

Said John W. Caldwell the said Witness being  
first duly sworn, Deposeth and Saith in  
answer to Interrogatories as follows.

Question 1<sup>st</sup> By Plaintiff's Attorney.

Were you at any time Post Master  
at Rogersville, Tennessee, if so, State



when you became such, and how long thereafter you held the office?

Answer. I was. Held the office from April 1<sup>st</sup> 1869 to October 1<sup>st</sup> 1885.

Question 2<sup>nd</sup> By Plaintiffs Attorney.

Was said Post office at Rogersville Tennessee a Post office Money Order Office during said period?

Answer. It was a Money Order Office during nearly all that period, embracing the entire year of 1884.

Question 3<sup>rd</sup> By Plaintiffs Attorney.

Did you as such Post Master, at said office, ever receive a letter of advice from the Post Master at Terre Haute, Indiana, of the issuance of a Money Order by that Office upon your said Office, for the sum of \$15.<sup>00</sup> <sup>or other amount</sup> fifteen dollars, payable to A. J. Gilliam, if so, give date of such letter of advice



together with date of its reception by you?

Answer.

I, as Postmaster at Rogersville, Tenn., received, on the 26<sup>th</sup> of November 1884, a letter of advice <sup>of money order</sup> issued by the Post Master at Tipton, Ind., on the 24<sup>th</sup> of November 1884, in favor of A. J. Gilliam for the amount of Fifteen Dollars and fifteen cents (\$15.15) said Money order was afterward paid by me to said A. J. Gilliam, or his order.

Question 4<sup>th</sup>

By Plaintiff's Attorney.

Was, or was not the Payee in said Postal order advice then Post Master at Worley, Hawkins County Tennessee?

Answer.

He was

Question 5<sup>th</sup>

By Plaintiff's Attorney.

What is the distance from Rogersville to Worley, and give Schedule of Mails between the <sup>said</sup> places at that time?

Answer.

The distance is about Twelve (12) miles between said two places. There was a <sup>Sundays excepted</sup> Daily Mail, on the Route, between said two places, Worley being a Post Office on the Route leading from Rogersville, Tennessee to Jonesville, Va. The mails left Rogersville at about 7 A. M. Daily (Sundays excepted) and



returned about 5 o'clock, P.M. same day

Question 6<sup>th</sup> By Plaintiffs Atty.

~~Did said money order~~

State when said Money Order, would have left Rogersville Tenn for Worley, if it came by due course of Mail, corresponding with the letter of Advice, which you received,

Answer If said money Order came by due course of mail, corresponding with said letter of Advice to me it left Rogersville for Worley on the 27<sup>th</sup> of November 1884, unless that day was Sunday; but if that day was Sunday, then it left Rogersville for Worley on the 28<sup>th</sup> of that month.

Question 7 By Plaintiffs Atty

State whether or not at that time Rogersville Tenn was on the most direct, and Speedy Mail Route from Terre Haute, Indiana, to Worley, P. O. Tenn where said William was then Postmaster

Answer Rogersville, Tenn., was then on the most speedy and direct <sup>Mail</sup> Route from Terre Haute Ind. to Worley Tennessee.

Jno. M. Caldwell.



State of Tennessee  
County of Hawkins } I W P Armstrong a Notary Public, for  
The County of Hawkins in the State of  
Tennessee do hereby Certify That, the foregoing  
Deposition of Jno. W. Caldwell was duly taken,  
reduced to writing and signed by the witness  
before me, at the Place and the time, therein  
mentioned, pursuant to the annexed Notice,

In witness whereof I have hereunto set my  
hand and affixed my Official Seal, at  
Rogersville in the County aforesaid, This  
the 18<sup>th</sup> day of February A D 1887,

W. P. Armstrong  
Notary Public

### Bill of Costs

Notary Public W. P. Armstrong Taking 1 Deposition \$1.00

Witness, Jno W Caldwell Giving 1 " 1.00  
2.00

I Certify that the above is  
a Correct Bill of Cost, incident  
to the taking of the foregoing  
Deposition

W. P. Armstrong

Notary Public



Deposition of  
Jno W Caldwell

N. P. Long  
vs

A. J. Gilliam & Others

Rec'd by mail  
in good condition  
+ filed Feb. 22/1887  
J. A. Hyatt, ec

Fee \$2.00



Deposition of a witness, taken before me, a Notary Public, within and for the County of Butler, in the State of Kansas, on the 20<sup>th</sup> day of October, 1886, between the hours of six A M, and six P M, at El Dorado, in said County, pursuant to the annexed notice, in an action pending in the Circuit Court of Lee County within and for the County of Lee and State of Virginia, wherein H. P. Long is Plaintiff and A. J. Gilliam Et als are Defendants. The said H. P. Long Plaintiff, in person appeared, and the said A. J. Gilliam Et als, Defendants, not appearing, but having accepted legal service, as shown by the attached notice to take depositions and service endorsed thereon; Thereupon the said H. P. Long, Plaintiff, produced the following witnesses in the following order.

H. P. Long, of lawful age, being by me first duly examined, cautioned and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, deposes and says  
My name is H. P. Long, I am Plaintiff in the above entitled cause, in which I am endeavoring to recover possession of a certain promissory note made and executed by one Hiram J. Teary in favor of Alexander Ely, and endorsed by said Ely to me, and by me pledged to A. J. Gilliam



as security for the payment of Fifteen Dollars,  
money borrowed of A. J. Gelliam. I borrowed  
the Fifteen Dollars for which the note  
was pledged, September 29, 1884, and  
was<sup>to</sup> repay the money in 60 days. I did  
not give my own note, but simply left  
Year's with Gelliam as security. Nothing  
was said about forfeiting the Year's note  
to Gelliam in case I failed to pay the  
Fifteen Dollars, at the expiration of the  
60 days, but Gelliam said he would  
hold the note until the money was paid,  
and my understanding was, that when  
I paid the money borrowed the note  
pledged as security was to be returned  
to me. My transaction with Gelliam took  
place in Hawkins County Tennessee, but  
the note pledged is payable in Virginia,  
and the evening of the day I borrowed  
the money I left for Sudrania, promising  
Gelliam I would send him the money  
and redeem the note. On or about  
the 26<sup>th</sup> day of November 1884, I bought  
a Postal Money order at Terre Haute Ind-  
iana for Fifteen Dollars and fifteen Cents,  
which I mailed to him at his post office  
address, the money order being payable at Rogers  
ville Tennessee, and I demanded the return



of the Leary note. Mr Gilliam acknowledged  
the receipt of the money order, but to the  
best of my recollection he claimed he  
could not get the order cashed. Afterwards  
he sent me a money order for Fifteen  
dollars and fifteen cents. This was not  
the same order I sent him. Afterwards  
he wrote me that before he received the  
money from me he had traded or sold  
the note as he was hard up for money.  
but that it could be rebought for Fifty  
dollars, and for me to send him that amount.  
I refused to send that sum. He then offered  
to get the note for Thirty seven dollars and  
fifty cents. I refused to send him either  
of the amounts asked, and since then  
I have heard nothing from him. Neither  
have I ever received the note left in  
pledge. Although I have stood ready at  
all times to pay the Fifteen dollars and  
interest which I once sent him, and  
which he refused to receive but returned  
to me. The note left with Gilliam as security  
called for One hundred dollars and is  
now fast due

A. P. Long



State of Kansas } S. S.  
Butler County }

I, Charles F. Brenton a notary Public within and for the County of Butler in the State of Kansas do hereby certify that H. P. Long was by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the deposition by him subscribed as above set forth was reduced to writing by myself in the presence of the witness and was subscribed by said witness in my presence, and taken at the time and place specified in the annexed notice, and that I am not a relative, counsel, or attorney of either party, or otherwise interested in the event of this action or proceeding.

Witness My hand and Official Seal  
at Eldorado in said County this 20<sup>th</sup>  
day of October 1886

Charles F. Brenton Notary Public  
Commission Expires June 14, 1890.

Fees \$1<sup>50</sup>/<sub>100</sub> paid by the Plaintiff.



# The Commonwealth of Virginia.

To any Justice of the Peace, Notary Public or Commissioner appointed by the Governor of said State, resident in the State of *Kansas* authorized to take Depositions in the County of *Butler* State of *Kansas* —GREETING:

Know ye that we, trusting to your fidelity and provident circumspection, do require you, that at such time and place as you shall appoint, to call and cause to come before you *H. P. Long*

Witness on behalf of *H. P. Long*

in a certain *Suit in Chancery*  
pending in the *1st* Court of Lee County between *H. P. Long*  
Plaintiff and *W. F. Williams et al* Defendant, and *him* diligently  
examine, touching the same in solemn form on oath or affirmation, and having received *his* examination as aforesaid,  
that you distinctly, plainly, and without delay certify, sign, and send the same enclosed into our said Court together with  
this Writ. Witness, J. A. G. HYATT Clerk of our said Court, at the Court House, this the *27* day of *Sept*,  
188*6*, in the *114* year of the Commonwealth.

*J. A. G. Hyatt*, Clerk.

I do solemnly swear that *James H. Long* *H. P. Long*  
whose name *is* mentioned as witness in the commission above *is* non-resident of the State of  
Virginia, so help me God.

Sworn to before me this *27* day of *Sept* 188

*James H. Long*  
*James H. Long*, Clerk.



To A. J. Williams, M<sup>r</sup>. Moneybaker,  
Mr. St. Reason and Hiram J.  
Gentry:

Take Notice, that I will, on  
the 20th day of October, 1886,  
at the Office of Charles F. Brenton,  
in the town of El Dorado, Butler  
County, Kansas, between the hours of  
6 A. M. and 6 P. M. of that day,  
proceed to take the deposition of  
H. P. Lang, to be read as evidence  
in my behalf in a certain suit  
in Equity, depending in the Circuit  
Court for the County, Virginia,  
wherein you are defendants and I  
am plaintiff; and if, from any  
cause, the taking of the said deposition  
be not commenced on that day, or  
if commenced, be not concluded on  
that day, the taking of the same will  
be adjourned and continued from  
day to day, or from time to time, at  
the same place, and between the same  
hours until the same shall be  
completed.

Richardson & Co. attys.  
for H. P. Lang



We accept legal service of  
the within notice. Sept. 29. '86

Mc. L. Murey, Junr

Hiram J. Gray

A. J. Gilliam

By S. P. Picken, atty.

H. P. Long

vs. } Notice to take app.

A. J. Gilliam et al

10/25/86.



H. P. Long  
vs

A. J. Gilliam Et al.

Deposition of

H. P. Long.

Fees \$1<sup>50</sup>/<sub>100</sub> paid by

Plaintiff.

---

Filed October 28<sup>th</sup>

1886, having been

received through

mail in good

condition Oct. 27, 1886.

J. S. Hutton



Virginia Lee County to wit:

This day Jas. H. Orr  
personally appeared before me  
and made oath in due form  
that A. J. Williams defendant  
in the Chancery Cause of H. P.  
Long vs A. J. Williams et al, is a  
now resident of the State of  
Virginia, Given under my hand  
this 23<sup>rd</sup> day of May 1886.

J. A. G. Heath Co.



W. P. Long

No 3 Affidavit

J. S. Williams et al



Mr. William Geary.

You are hereby notified not to  
pay a note executed by you to Alex<sup>r</sup> M  
Ely Jr. for One hundred dollars to be-  
come due & payable May 16<sup>th</sup> 1886. To  
be purchased by me, from him  
to, am one except myself.  
Feb 2<sup>nd</sup> 1886.

A. P. Long by  
Richmond & Co his attys.



Wm. J. Young  
in agreement  
with J. J. Young as to  
the notice  
of W. J. Young

Filed Aug 9 1886  
J. J. Young

~~Wm. J. Young~~  
I submit that I received a notice of  
the same passport as there and as well  
to my best recollection I received this  
same sometime in the month of  
February 1886  
Aug 7 1886 W. J. Young



Virginia

At Rules held in the clerk's  
office of the Circuit Court for  
Lee County Aug 2<sup>d</sup> 1886

H. P. Long

Complainant

vs

A. J. Gilliam et al

Defendants

In Obey

to in

On motion of the Plaintiff  
by his attorney, a Rule  
is awarded against the  
defendant Hiram J. Yeary  
to show cause, <sup>if any the cause</sup> why he had  
not filed ~~his~~ Exhibit X ~~required~~  
his answer filed in this  
cause at June Rules 1886.

Testo J. A. Hyatt & C



N. P. Long  
no. 3 Rule  
A. J. Williams et al.

---

Executed by obtaining  
an office copy of the  
rule to H. J. Young  
Aug 7<sup>th</sup> 1886.

D. M. Cunningham  
for N. D. Young S. L. G.



Know all men by these presents  
that Mr. James W. Orr and  
are held and firmly  
bound unto the Commonwealth  
of Virginia in the just and full  
sum of Two Hundred Dollars,  
and for the prompt payment thereof  
well and truly to be made unto the  
said Commonwealth, we each bind  
ourselves heirs &c, and we as to this  
bond hereby waive our Home State  
exemptions witness our hands  
and seals this 22<sup>nd</sup> May 1856.

The Conditions of the above bond  
is such that whenever an Injunction  
has been granted in the Chancery  
Cause of H. P. Long vs. J. Williamson  
now pending in Lee Circuit Court.

Now therefore should the above  
bonded parties or some one for  
them pay all costs which may  
be awarded against the Plaintiff  
H. P. Long and all damages  
which may be sustained by  
the defendants, or either of them  
by reason of said Injunction  
Should the same hereafter be  
dissolved, then this obligation  
to be void otherwise to remain



H. P. Long

vs <sup>3</sup> Bond

A. J. Gilliam et al.

Filed May 22 1886

J. & G. Hyattce

in full for and notice

James W. Corbett



H. P. Long:  
against  
A. J. Gilliam et al.

It is submitted, that the grounds of equitable Jurisdiction in this case is the prayer for an injunction, and unless there be grounds for the injunction the bill must fail.

What are the grounds set up in the bill for the injunction, the prayer shows - "To prevent the collection of the debt due from H. J. Geary by Gilliam, Receiver or Money lender. and to enjoin Geary from paying it over to them, and compel its payment to the plaintiff. This and this only is object and scope of the bill.

What are the facts, - At the time the injunction is granted, to inhibit payment & collection, the debt had been fully paid over, and discharged and the note lifted - what was there therefore for the injunction to operate upon nothing;



To avoid this, the plffs says  
But I gave geary notice not  
to pay, so he did, but did  
pay and had paid, before suit  
brought, of course, after notice he  
paid at his peril, and if liable  
at all it would be no action  
on the case for having paid  
wrongfully money he was under  
legal obligation to <sup>pay</sup> after.

But surely this would not  
give the injunction effect which  
is the sole ground of equity in  
this case. Now if there was  
nothing to enjoin, and there was  
not, then no action in chancery  
can be maintained to compel  
the payment of the money over  
again, that would be trying  
an action on the case in a  
chancery proceeding.

The object was to enjoin, there  
was nothing to enjoin so the  
bill must fail. The dismissal  
of the bill can be without prej-  
udice to the plff to proceed at  
law against H. J. Geary or



any after he may be advised is  
liable.

It will be seen being lifted  
and paid the note on 26<sup>th</sup> day  
of April 1886, - The bill was  
sworn to in the State of Kansas  
May 12 1886, nearly a month  
afterwards. and on the 17<sup>th</sup> of the  
same month the injunction was  
granted and the bill filed at June rule,  
about two months after the debt  
was paid.

It is submitted that the sending  
of the P.O. order from Indianápolis  
was not a payment, it was  
not money, nor was Gilliam  
bound to go 10 miles to Rogersville  
to have it cashed - It was a  
bargain of hazard - Long failed  
to comply with his stipulations  
and lost his property - and must  
therefore abide the result of his  
own imprudence - Submitted for  
the defense.

A. L. Primmer



Long defts

2 } Brief.

Henry awatun



H. P. Long.

Attorney

A. S. Gilliam et al.

The ~~disposition~~ should  
be dissolved because  
a debt was paid before  
suit - and the bill is  
to enjoin collection of  
a debt, already paid  
and -

In this case it  
is submitted that by the <sup>settling</sup> ~~facts~~ and  
facts shown in the case no decree  
can be taken against the ~~minors~~ <sup>minors</sup>.  
All connection he had with the case  
had, been transacted and ended long  
before suit brought - and hence he is  
in no wise responsible.

2 - No decree can be rendered against  
Gentry, the plff as to him. He made  
Gilliam his agent, clothed him with  
the power to receive Gentry, gave  
to Gilliam his the plffs bond with  
no condition attached. And hence he  
could legally present the note for  
payment, to Gentry. This he did &  
Gentry paid it and lifted it  
before any notice which bound  
him, was served upon him.

Hence it is submitted that Gentry paid  
as he lawfully might his bond  
when presented by a person legal-  
ly holding the same - and Gilliam  
did hold lawfully, as to all  
who had not actual notice -  
The notice given to Gentry <sup>was</sup> ~~not~~



Change the feature, because no such  
is authorized and Henry is not  
bound by it.

As between William and Long the  
case is of very different character  
was the Trade, Conditional - that is  
not denied - then were the con-  
ditions performed - then the sub-

This turns upon the proof and there  
is a clear conflict, which settles  
an issue out of chance, but if  
not granted then the Chancellor will  
have to weigh & determine. He de-  
clares that although a hard  
Contract it was a lawful one and  
if Long did not pay back the  
pro in the time agreed then the note  
was William's - It was not so paid  
see the depositions.

A. L. Riddleman

for depositions

Henry et al.

ackd Brief

H. P. Long et al.



Wesley Rd Hartland & Pen  
• March 18, 85

Mr H. P. Long  
Eldorado

Dear Sir yours of 14th Feb  
to Hand same days go Henry  
I have had great deal of trouble  
Brought the many orders you sent me  
and just have got it - fit now  
for you they made a mistake  
and sent it - to Washington & Co  
to the local letter office and  
from there they sent to me  
as Postmaster nearly to Hand  
today and if could not find  
you and deliver it - to you  
to send it - Back to Washington  
and I had to send it - Back  
as Postmaster to them and just  
Got it - Back few days go



Now I swap it - to a  
New one at Rogersville  
and send to you  
Hurry you will see so long  
I have traded the  
note off I was so hard  
Run for many I could  
not hold it - all -  
more money than I have in  
I never made any thing much  
in the note I am

I am I traded it -  
I can't give the note back  
without paying fifty dollars  
for it - you see that one  
and if you want the  
note send me fifty  
dollars I will give  
the note from Mr. & Maryanne  
I only got 25.00 dollars  
for the notes so you see I  
made but little on  
it - But I am sorry

that I run, sold it  
But hurry I was so hard  
Run I could not hold  
it - I have bought  
Staple and had  
to build me store house  
and selling hands and  
it runs me to my best  
to pay out it - might be  
that - I could buy the  
note back for little less I  
would do all I could  
for you hurry so  
note me and tell me  
what to do about it -

Enclosed you will find  
many orders for 15-15-00  
the amt of the one you  
sent me the one you  
sent me I could not  
use it - they say it came  
to me only swap it



for another one if it  
Had not went to Washington  
I could of used it  
But they only sent it to  
me from Washington & c  
as Postmaster and their  
fare I could not use  
it without laying myself  
like as Postmaster and  
of course I could not  
do that so Henry dont think  
hard of me for I could not  
help doing what I done for  
I have Air Piping 18 Percent  
for many in this Bank I was  
so Hard Run I Had to  
make my shift - I could  
so write me if you want me  
to Buy the note Back for you  
I will do all I can for you  
Your friend A. J. Gilliam



Wesley B Hawkins Co Penn  
Jan 31. 85

Mr H P Lang  
Macksville

Recd

Dear Sir

The Post Office order  
you sent me was sent back  
to Penn Hunt. And grand  
train was sent to the dcd  
letter office and there  
forwarded to me at P.M. and  
I am only allowed to  
hold it. Bodge wrote me  
at once so I can send it  
to you if I can't find you  
I will have to send it  
to Washington and you will  
lose it



Be sure and write me by  
Return mail so I can send  
to you for if it goes back  
to Washington you will know it  
don't fail to give me plain  
direction where to send it.  
An first mail after Perry  
This your friend

A. J. Williams  
Wasey Run  
Hartsville co



**Richmond & Orr,**  
**ATTORNEYS-AT-LAW,**  
JONESVILLE, VA.

Return in 10 days, to

*W. J. Williams*  
*Letters*  
*in Relate to 'A+B'*  
*Also Recd of Long*  
*for \$15.00*



I know all men by these presents  
that we carries ~~them~~  
are held and firmly bound  
unto the Commonwealth of Virginia  
in, the just and full sum of One  
Hundred Dollars, for the prompt  
payment thereof to be made unto the  
said Commonwealth of Va, for the ben-  
efit of &c, we each bind ourselves  
heirs &c, and we as to this bond  
we are our True and Exempting  
witness our hands and seals this  
5<sup>th</sup> of July 1886.

The Condition of the above obligation  
is such that whereas the defendants  
in the Chancery Cause of Henry  
P. Long, against A. J. Williams &c  
now pending in the Circuit Court, suggests  
at June Rules 1886, that the Plaintiff  
is a non resident, and that securi-  
ty for costs is required of him,  
The said Plaintiff <sup>by &c</sup> in answer to said  
Rule enters into the above bond.

Now therefore should the said  
Plaintiff or some one for him, prompt-  
ly pay such costs as he may incur  
in this prosecution; and all costs and  
damages which may be awarded  
against him then this obligation



D. D. Long  
Bond for costs  
vs  
J. J. Gillman et al

Filed July 5/886  
J. H. Hyatt ce

to be void otherwise to remain  
in full force and virtue.

James H. Con-  
Bee



Virginia

At Rules held in the Clerk's Office  
of the Circuit Court for Lee County,  
on the first Monday in June 1886.

H. D. Long

Complainant

vs

A. J. Gilliam et al

Defendants

In Chancery

The Defendants M<sup>r</sup>. Maneyhous and W. J.  
Yearys, by their Attorney, suggests  
that the plaintiff is not a resident  
of this State and that security is  
required of the said plaintiff  
according to Law for the payment  
of the Costs and damages, which  
may be awarded to the Defendants  
in this suit and of the fees due  
as to be paid due in this suit  
to the Officers of this Court.

J. A. Wyatt C. C.



W<sup>o</sup> Moneybunt et al  
add  $\frac{1}{3}$  Rule for Costs

W. P. Lang

Entered at June Rules 1886

Executed according  
to the order of the  
Court for  
W. P. Lang and for  
copy of this Rule  
June 8 1886.

W. P. Lang  
Deputy for W. L. Lang  
S. L. C.



Virginia

In the Clerk's Office of the Circuit  
Court for Lee County, during vac-  
ation on the 24<sup>th</sup> day of May 1886.

H. P. Long,

Complainant

versus

A. J. Gilliam et al

Defendants

The object of this suit, is to enjoin  
and inhibit the Defendant M. H. Reason  
from collecting and the Defendant  
Hiram J. Young from paying the  
note mentioned and described in  
the Bill, until the future order  
of the Court. And it appearing  
from an affidavit filed in this cause  
that the Defendant A. J. Gilliam  
is a non resident of this State,  
it is therefore ordered that  
he appear here within one  
month after due publication  
of this order and do what  
may be necessary to protect  
his interest in this suit.

A Copy

Rehman & Co. P.R.

Attest, J. H. Hyatt



H. J. Long

Order Pub  
ms 3

A. J. Williams & Co

I certify that I  
delivered to Virginia  
Herald an office  
Copy of this Order  
for Pub. & posted  
a like copy thereof  
on the front door of  
Lee Ct. on the  
first day of the  
June Term 1886.  
of the County Court.  
J. H. Ryall & Co



Clerk's office of the circuit  
for Lee County Aug. 2<sup>d</sup> 1886.

H. P. Long

Complainant

vs

A. J. Gilliam et al

Defendants

In Chancery

The deposition of Jeremiah  
Mullins & others taken pursuant  
to the notice hereto attached, which  
when taken are to be read as  
evidence in favor of the Plaintiff  
in the above styled Cause.

No witness appearing on this the 2<sup>d</sup> Aug.  
1886, the taking of the deposition is  
postponed until tomorrow morning  
9 o'clock. J. A. S. Hyatt Clerk.

August 9<sup>th</sup> 1886,  
Parties met and agreed  
the facts desired to be  
proven; hence no depositions  
were taken.

J. A. S. Hyatt Clerk.



Mass A. J. Gilliam, Mc Maneyham, M. D. Reason  
+ Hiram J. Geary.  
Gentlemen.

You will please take notice, that on the 2nd day of August, 1886, at the Clerk's office of the Circuit Court of Lee County Va. in Jonesville Va. I will proceed to take the depositions of Jeremiah Mullins & others, which depositions when taken are intended to be read as evidence in my behalf in a suit in Chancery now pending in said Court in which I am plaintiff and you are defendants, and if from any cause the taking of said depositions is not commenced on that day, or if commenced is not completed, the taking of the same will be adjourned from time to time and from place to place until completed. Very Respectfully.

J. P. Long.  
By his Counsel.



W. P. Long.  
vs Notice  
H. J. Gilliam & als.

Aug. 2nd 1856.

I accept legal  
service of this  
notice.

Wm. Moneyhun.

Shriffs fee 80c  
Counsel 1.00  
\$1.80



# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You *to Summon Jeremiah*  
*Mullen & Alex. M. Ely.*

To appear before *me as Court* ~~the~~ Judge of our Circuit Court of Lee County, at the Courthouse on the *2<sup>nd</sup>* day of *August*

~~Term~~ next to testify and the truth to speak in behalf of *H. P. Long*

in certain matters of controversy pending in our said Court between *said*

*Long* PLAINTIFF and *A. J. Gulliam & others*

DEFENDANT. And this

*they* shall in no wise omit under the  
*penalty* penalty of Twenty Dollars. And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

day of

*22* *July* 188*6*, in the 10

year of the Commonwealth.

*J. A. G. Hyatt*  
Clerk.



W. H. Loring  
vs 3 Shafers  
with  
A. J. Gilman

2 day Aug 1884

Executed July 25  
1884 at 6 o'clock  
Loring Am. Edy  
not found  
J. H. Loring



# THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY-GREETING:

WE COMMAND YOU to summon

A. J. Williams,  
McC. Moneyburn, M. H. Peasar,  
and Herman J. Yeary

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first  
Monday in June next, being Rule Day, to answer a Bill in Chancery exhibited in our  
Court against them, by H. P. Long

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the  
Court House, this 22 day of May 1886, in the 1<sup>10</sup> year of the Commonwealth.

A COPY--TESTE:

J. A. G. Hyatt Clerk.



102. 40  
104. 00

as I have in Choy

A. J. Williamson et al

To June Rules 1886.

Executed by  
delivering an  
office copy to  
Mr. Mansfield

J. M. H. Pearson  
May 28<sup>th</sup> 1886

R. D. Titman

Further Executed by  
delivering an office Copy  
to Hiram J. Yeary  
May 23<sup>rd</sup> 1886.  
S. H. Cowing

S. H.ewing  
and son

W. D. Flannery & Co.

the necessary bond having been given the  
defendant <sup>Prisoner</sup> M<sup>r</sup> Brown is enjoined from collecting  
and the defendant, Henry, from paying the  
note mentioned in said bill until the  
future order of the court. J<sup>as</sup> A. Hathorn C<sup>l</sup>



# Publisher's Certificate.

JONESVILLE, VA.,

188

I,

, Publisher of the LEE COUNTY SUN,

a weekly newspaper published at Jonesville, Lee County, Virginia, do certify that the annexed  
Chancery Order was published four successive weeks in said newspaper, publication ending  
, 188

, Publisher.

VIRGINIA :—In the Clerk's office of the  
Circuit court for Lee county, during vacation  
on the 24th day of May 1886.

H. P. Long; Com'p.

versus

A. J. Gilliam et al Def'r.

} In Ch'cy.

The object of this suit is to enjoin and pro-  
hibit the defendant, M. H. Reasor, from col-  
lecting and the defendant Hiram J. Yeary from  
paying the note mentioned and described in  
the bill, until the future order of the court.  
And it appearing from an affidavit filed in this  
cause that the defendant A. J. Gilliam is a  
non resident of this State, it is therefore or-  
dered that he appear here within one  
month after due publication of this order and  
do what may be necessary to protect his in-  
terest in this suit. A copy teste,

R, & O., P. Q.

J. A. G. HYATT, C. C.



W. P. Long

vs  $\frac{1}{2}$  Pub certificate

A. J. Williamson

---

Pub. fee \$5<sup>00</sup>